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5
6 **UNITED STATES DISTRICT COURT**
CENTRAL DISTRICT OF CALIFORNIA

7
8 HENRY JUANGCO,
9 Plaintiff,

10 vs.

11 CAPITAL ONE FINANCIAL, CORP.;
12 CLIENT SERVICES, INC.,
13 Defendant.

Case No.:

**COMPLAINT AND DEMAND FOR
JURY TRIAL**

1. TCPA, 47 U.S.C. § 227
2. RFDCPA, Cal. Civ. Code § 1788
3. FDCPA, 15 U.S.C. § 1692

(Unlawful Debt Collection Practices)

14
15 **COMPLAINT AND DEMAND FOR JURY TRIAL**

16 Plaintiff, Henry Juangco (“Plaintiff”), through his attorneys, alleges Count I and
17 Count II against Defendants, Capital One Financial Corp., (“Capital One”) and Client
18 Services, Inc., (“Client Services”), and alleges Count III against Client Services:
19

20 **INTRODUCTION**

- 21 1. Count I of Plaintiff’s Complaint is based upon the Telephone Consumer Protection
22 Act (“TCPA”), 47 U.S.C. § 227. The TCPA is a federal statute that broadly
23 regulates the use of automated telephone equipment. Among other things, the
24 TCPA prohibits certain unsolicited marketing calls, restricts the use of automatic
25

1 dialers or prerecorded messages, and delegates rulemaking authority to the Federal
2 Communications Commission (“FCC”).

- 3 2. Count II of Plaintiff’s Complaint is based upon the Rosenthal Fair Debt Collection
4 Practices Act (“RFDCPA”), CAL. CIV. CODE § 1788, which prohibits debt
5 collectors from engaging in abusive, deceptive and unfair practices in connection
6 with the collection of consumer debts.
- 7 3. Count III of Plaintiff’s Complaint is based upon Fair Debt Collection Practices
8 Act (“FDCPA”), 15 U.S.C. § 1692 et. seq., which prohibits debt collectors from
9 engaging in abusive, deceptive and unfair practices in connection with the
10 collection of consumer debts.
11

12 **JURISDICTION AND VENUE**

- 13 4. Jurisdiction of the Court arises under 47 U.S.C. §227 et seq. and 28 U.S.C. 1331.
14 5. Venue is proper pursuant to 28 U.S.C. 1391(b)(2) in that a substantial part of the
15 events or omissions giving rise to the claim occurred in this District.
16 6. Defendants transact business here; personal jurisdiction is established.
17

18 **PARTIES**

- 19 7. Plaintiff is a natural person residing in Harbor City, Los Angeles County,
20 California.
21 8. Plaintiff is a debtor as defined by *Cal. Civ. Code* § 1788.2(h).
22 9. Plaintiff is a “consumer” as that term is defined by FDCPA § 1692a(3).
23
24
25

- 1 10. Defendant Capital One is a creditor engaged in the business of giving loans with
2 its principal place of business located in McLean, Virginia. Defendant can be
3 served with process 1680 Capital One Drive, McLean, Virginia 22102.
- 4 11. Defendant Client Services, Inc. a debt collector engaged in the business of
5 collecting debts with its principal place of business located in Charles, Missouri.
6 Defendant can be served with process 3451 Harry S Truman Blvd., St. Charles,
7 Missouri 6330.
- 8 12. Defendants are debt collectors as that term is defined by Cal. Civ. Code
9 §1788.2(c).
- 10 13. Defendants acted through its agents, employees, officers, members, directors,
11 heirs, successors, assigns, principals, trustees, sureties, subrogees, representatives,
12 and insurers.

13 **FACTUAL ALLEGATIONS**

- 14 14. Capital One was attempting to collect a debt from Plaintiff.
- 15 15. In or around July 2016, Capital One began placing calls to Plaintiff's cellular
16 phone number (310) 347-5280, in an attempt to collect a debt.
- 17 16. The calls mainly originated from (800) 955-6600, (818) 638-9534, and (310) 955-
18 1429. Upon information and belief, these numbers are owned or operated by
19 Defendants.
- 20 17. On or about July 18, 2016, at 7:34 p.m., Plaintiff answered a call from Capital One
21 originating from (800) 955-6600; Plaintiff spoke with a Representative, Kat.
- 22 18. Capital One informed Plaintiff that it was attempting to collect a debt.

1 19. During that call, Plaintiff asked for calls to his cell phone to cease. Despite his
2 request, Plaintiff continued to receive calls on his cellular phone.

3 20. On or about July 19, 2016 at 11:13 p.m., Plaintiff received another phone call from
4 Capital One originating from (800) 955-6600; Plaintiff spoke with a
5 Representative. Ron.

6 21. Capital One informed Plaintiff that it was attempting to collect a debt.

7 22. During that call, Plaintiff asked for calls to his cell phone to cease, a second time.
8
9 Despite his request, Plaintiff continued to receive calls on his cellular phone.

10 23. Between July 20, 2016 and January 3, 2017, Plaintiff was called approximately
11 one hundred and sixty (160) times after having unequivocally revoked consent to
12 be contacted on his cellular phone.

13 24. On or about January 5, 2017 at 8:44 a.m., Plaintiff received another phone call
14 from Capital One originating from (800) 955-6600; Plaintiff spoke with a
15 Representative, Andy.

16 25. Capital One informed Plaintiff that it was attempting to collect a debt.

17 26. During that call, Plaintiff asked for calls to his cell phone to cease, a third time.
18
19 Despite his request, Plaintiff continued to receive calls on his cellular phone.

20 27. On or about February 10, 2017 at 10:22 a.m., Plaintiff received a phone call from
21 Client Services calling on behalf of Capital One originating from (818) 638-9534;
22 Plaintiff spoke with a Representative.

23 28. Client Services informed Plaintiff that it was attempting to collect a debt for
24 Capital One.
25

1 29. During that call, Plaintiff asked for calls to his cell phone to cease, a fourth time.

2 Despite his request, Plaintiff continued to receive calls on his cellular phone.

3 30. On or about February 13, 2017 at 9:06 a.m., Plaintiff received a phone call from
4 Client Services calling on behalf of Capital One originating from (310) 955-1429;
5 Plaintiff spoke with a Representative.

6 31. Client Services informed Plaintiff that it was attempting to collect a debt for
7 Capital One.
8

9 32. During that call, Plaintiff asked for calls to his cell phone to cease, a fifth time.
10 Despite his request, Plaintiff continued to receive calls on his cellular phone.

11 33. Defendants contacted Plaintiff's cellular telephone approximately one hundred
12 and eighty-five (185) times after having unequivocally revoked consent to be
13 contacted.
14

15 34. The conduct was not only willful, but was done with the intention of causing
16 Plaintiff such distress, so as to induce him to pay the debt.

17 35. As a result of Defendants' conduct, Plaintiff has sustained actual damages
18 including but not limited to, embarrassment, emotional and mental pain and
19 anguish.
20

21 36. Plaintiff is employed as a District Manager for a company, and utilizes his cellular
22 phone when on the job, travelling between stores in the Bay Area.

23 37. Due to Defendants' incessant calls, Plaintiff has received complaints related to
24 phone calls from Defendant while in meetings or on site.

25 38. Defendants' phone calls have routinely interrupted Plaintiff while utilizing his

1 navigation system; at times Plaintiff would miss turns or stops and have to back
2 track.

3 39. Defendants' conduct induced stress, anxiety, and embarrassment in his place of
4 work.

5
6 **COUNT I**
7 **(All Defendants)**
8 **(Violations of the TCPA, 47 U.S.C. § 227)**

9 40. Plaintiff incorporates by reference all of the above paragraphs of this Complaint
10 as though fully stated herein.

11 41. Defendants violated the TCPA. Defendants' violations include, but are not
12 limited to the following:

13 a) Within four years prior to the filing of this action, on multiple occasions,
14 Defendants violated TCPA 47 U.S.C. § 227 (b)(1)(A)(iii) which states in
15 pertinent part, "It shall be unlawful for any person within the United States
16 . . . to make any call (other than a call made for emergency purposes or
17 made with the prior express consent of the called party) using any automatic
18 telephone dialing system or an artificial or prerecorded voice — to any
19 telephone number assigned to a . . . cellular telephone service . . . or any
20 service for which the called party is charged for the call.

21
22 b) Within four years prior to the filing of this action, on multiple occasions,
23 Defendants willfully and/or knowingly contacted Plaintiff at Plaintiff's
24 cellular telephone using an artificial prerecorded voice or an automatic
25

1 telephone dialing system and as such, Defendants knowing and/or willfully
2 violated the TCPA.

3 42. As a result of Defendants' violations of 47 U.S.C. § 227, Plaintiff is entitled to
4 an award of five hundred dollars (\$500.00) in statutory damages, for each and
5 every violation, pursuant to 47 U.S.C. § 227(b)(3)(B). If the Court finds that
6 Defendants knowingly and/or willfully violated the TCPA, Plaintiff is entitled to
7 an award of one thousand five hundred dollars (\$1,500.00), for each and every
8 violation pursuant to 47 U.S.C. § 227(b)(3)(B) and 47 U.S.C. § 227(b)(3)(C).
9

10 **COUNT II**

11 **(All Defendants)**

12 **(Violations of the RFDCPA, Cal. Civ. Code § 1788)**

13 43. Plaintiff incorporates herein by reference all of the above paragraphs of this
14 complaint as though fully set forth herein at length.

15 44. Defendants violated the RFDCPA. Defendant's violations include, but are not
16 limited to, the following:

17 a. Defendants violated Cal. Civ. Code § 1788.11(d) by causing a telephone
18 to ring repeatedly or continuously to annoy the person called;

19 b. Defendants violated Cal. Civ. Code § 1788.17 by collecting or attempting
20 to collect a consumer debt without complying with the provisions of
21 Sections 1692b to 1692j, inclusive, of . . . Title 15 of the United States
22 Code (Fair Debt Collection Practices Act).
23

24 i. Defendants violated Cal. Civ. Code § 1788.17 by violating 15
25 U.S.C. § 1692d by engaging in conduct, the natural consequence of

1 which is to harass, oppress or abuse any person in connection with
2 the collection of the alleged debt; and

3 ii. Defendants violated CAL. CIV. CODE § 1788.17 by violating 15
4 U.S.C. § 1692d(5) by causing Plaintiff's phone to ring or engaging
5 Plaintiff in telephone conversations repeatedly;

6 iii. Defendants violated CAL. CIV. CODE § 1788.17 by violating 15
7 U.S.C. § 1692f by using unfair or unconscionable means in
8 connection with the collection of an alleged debt; and
9

10 45. As a result of the foregoing violations of the RFDCPA, Defendants are liable to
11 Plaintiff for actual damages, statutory damages, and attorneys' fees and costs.
12

13 **COUNT III**

14 **(Defendant Client Services Incorporated)**
(Violations of the FDCPA, 15 U.S.C. § 1692)

15 46. Plaintiff incorporates herein by reference all of the above paragraphs of this
16 complaint as though fully set forth herein at length.

17 47. Client Services violated the FDCPA. Client Services' violations include, but are
18 not limited to, the following:

19 a. Client Services violated the FDCPA by collecting or attempting to collect
20 a consumer debt without complying with the provisions of Sections
21 1692b to 1692j, inclusive, of Title 15 of the United States Code (Fair
22 Debt Collection Practices Act).
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b. Client Services violated 15 USC 1692e(2)(A), by falsely representing the character, amount or legal status of any debt;

c. Client Services violated 15 USC 1692e(10), by using false representations or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer; and

d. Client Services violated 15 USC 1692f(1), by using unfair or unconscionable means to collect or attempt to collect any debt.

Specifically, the collection of any amount unless such amount is expressly authorized by the agreement creating the debt or permitted by law.

48. Client Services' acts, as described above, were done intentionally with the purpose of coercing Plaintiff to pay the alleged debt.

49. As a result of the foregoing violations of the FDCPA, Defendant is liable to Plaintiff for declaratory judgment that Defendant's conduct violated the FDCPA, actual damages, statutory damages, and attorney's fees and costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, Henry Juangco, respectfully requests judgment be entered against Defendants, Capital One Financial Corp. and Client Services, Inc., for the following:

A. Declaratory judgment that Defendants violated the RFDCPA;

B. Statutory damages of \$1,000.00 pursuant to the Rosenthal Fair Debt Collection Practices act, Cal. Civ. Code §1788.30(b);

1 C. Actual damages pursuant to Cal. Civ. Code §1788.30(b);

2 D. Costs and reasonable attorneys' fees pursuant to the Rosenthal Fair Debt
3 Collections Practices Act, Cal. Civ. Code §1788.30(c);

4 E. Statutory damages pursuant to 47 U.S.C. § 227(b)(3)(B) and 47 U.S.C. §
5 227(b)(3)(C);

6 F. Awarding Plaintiff any pre-judgment and post-judgment interest as may be
7 allowed under the law; and

8 G. Any other relief that this Honorable Court deems appropriate.
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10
11 RESPECTFULLY SUBMITTED,
12

13 Dated: April 7, 2017

By: /s/ Stuart Price

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